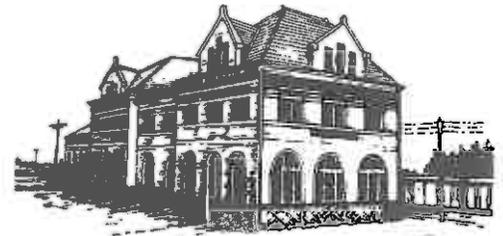


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Rich Madison, Ann Levine,
Marsha Wilson, Dave Koets, Gary Lybarger, Nancy
Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Marion James

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, February 17, 2015
6:00 p.m.
02/13/2015 12:38 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE: These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.**
 1. **Minutes:** February 3, 2015 – Regular Meeting
 2. **Claims:** \$192,951.00
 3. **Liquor License Renewals:** Walmart – Class E with Wine, Beer and Sunday Sales
6. **Public Forum – the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.**
7. **New Business**
 1. **Resolution to Adopt Proposed Budget for FY 2016 and set a Public Hearing on March 3, 2015, at 6:00 p.m. for the Adoption of Final Budget for FY 2016**
 2. **Resolution to set a Public Hearing on April 7, 2015, at 6:00 p.m. for Tobacco Hearing Notice – Hy-Vee Food Store**
 3. **Resolution to set a Public Hearing on March 3, 2015, at 6:00 p.m. for application of a USDA Grant for Fire Grass Truck**
 4. **Resolution to approve Early Retirement Program**
 5. **Resolution to approve contract with A.M.E., Inc. on behalf of artist Double Vision for Party in the Park on June 20, 2015, and pay \$1,500.00 deposit, as recommended by the Park & Rec Board**
 6. **Resolution to approve contract with Mr. Glen Carroll on behalf of The Sticky Fingers Band for Party in the Park on June 20, 2015, and pay \$1,800.00 deposit, as recommended by the Park & Rec Board**
 7. **Council to Discuss Comprehensive Plan Proposal from SICOG**
 - i. **Action on Comprehensive Plan Proposal**
 8. **Consideration of granting a Conditional Use Permit to Jack Willis**
8. **Other**
9. **Adjournment**

REGULAR MEETING OF THE CRESTON CITY COUNCIL FEBRUARY 3, 2015

The Creston City Council met in regular session at 6:00 o'clock p.m. on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Lybarger, Koets, Wilson, Levine, Madison and White.

Wilson moved seconded by Levine to approve the agenda. All voted aye. Motion declared carried.

Wilson moved seconded by Loudon to approve the consent agenda, which included approval of minutes of January 20, 2015, regular meeting, January 27 and 29, 2015, work sessions; and claims of \$86,907.59 All voted aye. Motion declared carried.

During Public Forum, Skip Kenyon, Co-City Attorney, extended an invitation to the Public for the Iowa Supreme Court Argument to be held on March 9, 2015, at 7:00 p.m. at the Creston High School Auditorium. The Iowa Supreme Court will consider oral arguments presented by the parties in two actual cases currently on file with the Court. This live event is not a mock trial. A Coffee, sponsored by the Chamber of Commerce, will be held in the Commons Area immediately following the Argument, where the Justices will be available to meet with the Public.

Chief of Police Paul Ver Meer notified Council that the Police Department and the Public Works Department were awarded an Iowa Department of Transportation Grant for two digital speed signs. The grant will pay for the signs 100 percent.

Ellen Gerharz, Executive Director of the Creston Chamber of Commerce, handed out the 2015 Southern Iowa Tourism Guide. Of the 30,000 Guides ordered last year, approximately 10,000 were put out in Creston. She also mentioned that everyone should check out an excellent story that will be in the March/April issue of Iowa Outdoor Magazine, as it features the lakes and tourism opportunities in Union County. There will also be a "Downtown Forum" held on June 11, 2015, at Quilts & Other Notions Creative Center.

White moved seconded by Wilson to Establish the Second Reading of Ordinance No. 15-159 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO THE CITY COLLECTING NATURAL GAS FRANCHISE FEES FOR A PERIOD OF TWENTY-FIVE (25) YEARS. White, Loudon and Wilson voted aye. Levine, Madison, Lybarger and Koets voted nay. Second Reading declared failed.

Wilson moved seconded by White to Establish the Second Reading of Ordinance No. 15-160 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IOWA, 1996, BY ADDING PROVISIONS PERTAINING TO THE CITY COLLECTING ELECTRIC FRANCHISE FEES FOR A PERIOD OF TWENTY-FIVE (25) YEARS. Loudon, Wilson and White voted aye. Lybarger, Koets, Levine and Madison voted nay. Second Reading declared failed.

A resolution was offered by Loudon to approve funding request of \$5,000 from General Fund FY 15-16 to seed an Endowment Fund for the Creston: Arts Endowment. Resolution died for lack of a second motion.

A resolution was offered by White seconded by Wilson to approve Amendment #1 to an Engineering Services Agreement with Clapsaddle-Garber Associates for the Airport Land Acquisition Project and authorize the Mayor and Clerk to execute the proper documentation. Levine, Madison, White, Loudon, Lybarger, Koets and Wilson voted aye. Resolution declared passed.

Waste Management Representatives Mike Eischeid and Doug Tucker discussed their proposed Pilot Recycling Program, which would be no cost to anyone. First, they will send a letter to everyone in the chosen area, set the 96-gallon containers with yellow lids in that area on March 23 and 24, and the first pickup would begin on April 7. After the trial period, they will provide surveys to those customers to gain a better understanding of how much demand there will be for recycling in Creston.

Wilson moved seconded by Madison to approve Waste Management's proposed Pilot Recycling Program from April through June 2015. All voted aye. Motion declared carried.

Mike Taylor reviewed the most current budget report that was handed out to Council and asked them to call, email, or stop by with any questions before the next Council Meeting on February 17, 2015.

Wilson moved seconded by White to adjourn the meeting. All voted aye. Council adjourned at 6:21 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-FEB'15	<u>1,676.36</u>
			TOTAL:	1,676.36
POLICE PROTECTION	GENERAL FUND	MOCIC	MOCIC DUES	150.00
		INTERNATIONAL ASSOCIATION OF CHIEFS OF	IACP 2015 MEMBERSHIP	150.00
		IOWA LAW ENFORCEMENT ACADEMY	FBI/LEEDA COMMAND INST	650.00
		PETTY CASH - POLICE	USPS-CERT MAIL	6.49
		SWCC	9-CPR RECERTIFICATION	63.00
		SUPREME CLEANERS	UNIFORM CLEANING - JAN'15	29.75
		TREAT AMERICA FOOD SERVICES	MEALS- COMMAND TRAINING	<u>30.32</u>
			TOTAL:	1,079.56
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING - JAN'15	<u>5,696.11</u>
			TOTAL:	5,696.11
FIRE PROTECTION	GENERAL FUND	CRESTON PUBLISHING CO	1YR RENEWAL FIRE 03/15-02/	114.00
		HEIMAN FIRE EQUIPMENT INC	GATED WYE R-3	324.55
		ALLIANT ENERGY-INT PWR&LGHT	GAS -JAN'15	318.82
			ELECTRIC -JAN'15	525.21
		RELIANT FIRE APPARATUS, INC.	LATCH R-3	41.97
		UNPLUGGED WIRELESS LLC	REPAIR PAGERS, PORT RADIO	60.00
			REPAIR PAGERS, PORT RADIO	9.50
			REPAIR PAGERS, PORT RADIO	<u>135.00</u>
			TOTAL:	1,529.05
BUILDNG & HSNG SAFETY	GENERAL FUND	CHAT MOBILITY	WIFI HOTSPOT - JAN'15	22.66
		INT'L CODE COUNCIL	MEMBERSHIP DUES	<u>125.00</u>
			TOTAL:	147.66
ANIMAL CONTROL	GENERAL FUND	MC CANN, REBECCA	SUCCESSFUL ADOPTION	20.00
		ALLIANT ENERGY-INT PWR&LGHT	GAS -JAN'15	84.83
			ELECTRIC -JAN'15	58.46
		IOWA DEPT OF AGRICULTURE & LAND STEWAR	ANIMAL WELFARE LISCENSE RN	<u>75.00</u>
			TOTAL:	238.29
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELEC-300 W ADAMS LOT	25.70
			ELECTRIC -JAN'15	8,790.18
		ECHO GROUP INC	CONTACTOR	<u>10.67</u>
			TOTAL:	8,826.85
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC -JAN'15	<u>1,196.91</u>
			TOTAL:	1,196.91
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER - JAN'15	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC -JAN'15	482.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			FUEL PROFIT - JAN'15	<u>2,091.59</u>
			TOTAL:	3,989.72
SOLID WASTE CLCT/DSPSL	GENERAL FUND	CRESTON PUBLISHING CO	LEGAL ADS -NOTICES - JAN'1	62.10
		WASTE MANAGEMENT	GARBAGE COLLECTION-JAN'15	<u>38,279.24</u>
			TOTAL:	38,341.34
LI SERVICES	GENERAL FUND	AKIN BUILDING CENTER	5GAL ROOF COATING	41.99
		CRESTON CITY WATER WORKS	WATER-LIBRARY	24.30
		WASTE MANAGEMENT	DUMPSTER - JAN'15	40.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ALLIANT ENERGY-INT PWR&LGHT	GAS -JAN'15	454.32
			ELECTRIC -JAN'15	655.41
			TOTAL:	1,216.91
PARKS	GENERAL FUND	ACCESS TECHNOLOGIES INC	LAPTOP & OFFICE	896.61
		AGRIVISION	REPAIR FUEL LEAKS055D	1,771.42
		CHARLIE BROWN AUTO	TAILGATE HINGE & HANDLE	35.00
			TAILGATE HINGE & HANDLE	30.00
		WASTE MANAGEMENT	DUMPSTER-JAN'15	38.52
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC -JAN'15	1,339.21
		OFFICE DEPOT	CABLE, MOUSE	5.87
			CABLE, MOUSE	5.45
			TOTAL:	4,124.08
RECREATION	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC -JAN'15	126.95
			TOTAL:	126.95
CEMETERY	GENERAL FUND	AGRIVISION	CHAIN ASSY - SNOWBLOWR	15.15
		WASTE MANAGEMENT	DUMPSTER - JAN'15	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC -JAN'15	294.62
		AGRILAND FS INC	371G UNLD	998.36
		K & J HARDWARE INC	2 LP TANK FILLS	31.98
			TOTAL:	1,402.07
SWIMMING POOL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRIC -JAN'15	555.64
			TOTAL:	555.64
ADMNISTRATIVE	GENERAL FUND	OFFICE DEPOT	TONER	35.02
			TOTAL:	35.02
FINANCIAL ADMINISTRATN	GENERAL FUND	BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	243.67
		CRESTON PUBLISHING CO	LEGAL ADS -NOTICES - JAN'1	363.04
		IOWA LEAGUE OF CITIES	2015 LEGISLATIVE DAY	60.00
		OFFICE DEPOT	TONER-MIKE BLACK	69.98
		PETTY CASH - FINANCE	WALMART-HIGHLIGHTERS	7.14
		SECRETARY OF STATE	NOTARY RENEWAL-LISA	30.00
		SWICAA TREASURER	2015 ANNUAL DUES	20.00
			TOTAL:	793.83
LEGAL SERVICES	GENERAL FUND	LYNCH DALLAS, PC	PROF SERVICES - FEB'15	691.68
			TOTAL:	691.68
CITY HALL	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	GAS -JAN'15	1,366.69
			ELECTRIC -JAN'15	704.61
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVCS - JAN'15	500.00
		JENSEN, TONY	REIMB. AIR COMPRESSOR CITY	327.54
		K & J HARDWARE INC	SPREADER-DEPOT SIDEWALK	37.99
			TOTAL:	2,936.83
NON-DEPARTMENTAL	ROAD USE TAX	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-FEB'15	416.72
			TOTAL:	416.72
ROAD MAINTENANCE	ROAD USE TAX	SETTLEMENTONE SCREENING	BACKGROUND CHECK-CLAYTON	27.00
		ARAMARK UNIFORM & CAREER APPAREL GROUP	LAUNDRY SERVICE	28.50
		F&M BODY SHOP INC	TOW TRUCK BACK OHALLERON	337.50
		FARM & HOME SUPPLY INC	TURN BUCKLES & CHAIN LNK	85.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GRIMES ASPHALT & PAVING CORP	7.4T COLD PATCH	1,080.40
		ALLIANT ENERGY-INT PWR&LGHT	GAS -JAN'15	725.95
			ELECTRIC -JAN'15	702.79
		GRAY, SHERRY S.	TREE & STUMP REMOVAL	700.00
			TREE & STUMP REMOVAL	800.00
		O'HALLORAN INTERNATIONAL INC	SLACK ADJU, VAVLE COVERS	270.63
		SERVICE TECHS INC	SHARPEN CHAINS - 5	40.00
		AGRILAND FS INC	1060.1ULD,400#1,340#2 DSL	5,156.47
			TOTAL:	9,954.29
SNOW AND ICE CONTROL	ROAD USE TAX	FARM & HOME SUPPLY INC	METAL/SCREWS-FENCE	40.97
			TOTAL:	40.97
SELF FUNDING INSURANCE PAYROLL TAX BENEFIT		TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-FEB'15	24,215.77
			TOTAL:	24,215.77
POLICE FORFEITURE	POLICE FORFEITURE	AVONDALE VETERINARY HOSPITAL	K9 EXAMS	532.62
		CRESTON VET CLINIC PC	VET CARE K9	107.92
			VET CARE K9	33.45
		K & J HARDWARE INC	DOG FCOD	31.99
			TOTAL:	705.98
MC KINLEY PARK RENOVAT RESTRICTED GIFTS-M		FRANK MOYER, AME INC.	DEPOSIT-PARTY IN PARK 2015	1,500.00
		CARROLL, GLEN	DEPOSIT-PARTY IN PARK 2015	1,800.00
		PINE VALLEY GOLF	BOWLING TOURN-20 TEAMS	300.00
			TOTAL:	3,600.00
LIBRARY (RESTRICTED GIFTS-L)		MARGARET MANDY GAULT HOUK	MONTHLY CONTRACT	2,454.00
			TOTAL:	2,454.00
NON-DEPARTMENTAL	SEWER OPERATING FU	TRISTAR BENEFIT ADMINISTRATORS	GRP 93001 PREMIUMS-FEB'15	186.26
			TOTAL:	186.26
SANITARY SEWER/WASTWTR SEWER OPERATING FU		CENTRAL SERVICE & SUPPLY	PORTABLE PUMP & FLOATS	26,239.50
		NARDY, BECKY OR DENNIS	I&I REIMBURSEMENT	500.00
		WASTE MANAGEMENT	DUMPSTER-JAN'15	75.14
		D J GONGOL & ASSOC INC	CHECK BALLS & FRT	413.12
		ZEE MEDICAL INC	BANDAGES, TABS	29.80
		HYGIENIC LABORATORY-AR	2 NH3'S	38.00
			2 NH3'S	38.00
			2 BOD'S	73.00
			2 NH3'S	38.00
			1 N&P	76.00
			3 NH3'S	76.00
			2 NITROGEN	38.00
			2 PHOSPHORUS	38.00
			2 TKN	77.00
			4NH3'S	38.00
			PLANT METAL	118.50
		ALLIANT ENERGY-INT PWR&LGHT	GAS -JAN'15	1,608.15
			ELECTRIC -JAN'15	5,788.65
		INDACOM ELECTRICAL SERVICE LLC	REPAIR DOOR SWITCH	225.00
			PINCH VALVE WIRING	150.00
		ECHO GROUP INC	BOX WIRE NUTS	8.81
		OFFICE DEPOT	TONER	61.34
		PETTY CASH - SANITATION	WALMART-FLASH DRIVE	15.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		UPS	POSTAGE	35.10
			POSTAGE	26.48
		ZIMMER & FRANCESCON INC	GRIT CHAMBER GEAR DRIVE	3,104.00
			TOTAL:	38,929.56
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS - JAN'15	5.55
			CARE ADS - JAN'15	5.55
			CORRECT GL CARE ADS	5.55-
		CRESTON VET CLINIC PC	CREDIT DISCOUNT - JAN'15	90.58-
			SPAY CAT- HARTMAN	55.00
			DOG WORMER	19.60
			NEUTER CAT-HARTMAN	40.00
			SPAY CAT - OETKEN	98.95
		SOUTHERN HILLS VET SVC INC	SPAY 2 CATS - NORTON	156.00
			BLOOD WORK, EUTHANIZE	58.00
			TOTAL:	342.52

===== FUND TOTALS =====

001	GENERAL FUND	74,604.86
110	ROAD USE TAX	10,411.98
112	PAYROLL TAX BENEFIT	24,215.77
120	POLICE FORFEITURE	705.98
166	RESTRICTED GIFTS-MCKNLY P	3,600.00
167	RESTRICTED GIFTS-LIBRARY	2,454.00
610	SEWER OPERATING FUND	39,115.82
953	ANIMAL SHELTER *AGENCY FU	342.52

 GRAND TOTAL: 155,450.93

CITY OF CRESTON
MANUAL CHECKS/DEBITS - PERIOD ENDING 2/16/15

SELF FUNDING INSURANCE

TRISTAR BENEFIT	INV CHECK RUN	37,304.07
TRISTAR BENEFIT	INV CHECK RUN	116.00
KABEL	FLEX	80.00
SELF FUNDING INSURANCE	TOTAL	37,500.07

MANUAL CHECKS/DEBITS TOTAL

37,500.07

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE TOBACCO HEARING NOTICES:

WHEREAS, the Creston City Council has been informed that one (1) tobacco permit holder has violated the conditions of its permit by permitting the sale of tobacco products to minors;

WHEREAS, the citation has been issued to the individual employee of the permit holder who allowed the sale and the permit holder has been found guilty of the violation;

WHEREAS, it is appropriate at this time to set a public hearing to determine whether the civil penalty of One Thousand, Five Hundred and No/100 Dollars (\$1,500.00) and a thirty (30) day suspension of their cigarette permit for a third violation within three (3) years should be assessed against the permit holders involved.

BE AND IT IS HEREBY RESOLVED that a hearing shall be set concerning the complaint of third violation at 6:00 o'clock, P.M. on April 7, 2015 in the Council Chambers of the Restored Depot/City Hall, Creston, IA concerning the following permit holders:

I.

1. **HY-VEE FOOD STORE**

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

PASSED AND APPROVED this _____ day of _____, 20_____.

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

Tobacco complaint
re: Hy-Vee (3rd offense)

BEFORE THE CRESTON CITY COUNCIL

<p>In Re:</p> <p>HY-VEE FOOD STORE 600 Sheldon Avenue Creston, IA 50801</p>	<p>HEARING COMPLAINT 3RD VIOLATION</p>
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The City of Creston hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen (18) years of age."
2. Iowa Code Section 453A.22(2)(c) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Fifteen Hundred and No/100 Dollars (\$1,500.00) and a thirty (30) day cigarette permit suspension for a third violation of Iowa Code Section 453A.2(1).
3. On or about the 13th day of December, 2014, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen (18) years of age. **A copy of the Complaint And Affidavit is attached and incorporated herein.**
4. On the 22nd day of December, 2011, the permittee was issued a sanction for a first violation of Iowa Code Section 453A.2.
5. On the 24th day of May, 2012, the permittee was issued a sanction for a second violation of Iowa Code Section 453A.2.
6. Therefore, in accordance with Iowa law, the City of Creston requests the Creston City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty of a thirty (30) day cigarette permit suspension against permit holder.

KENYON & NIELSEN, P.C.



Arnold O. Kenyon, III
211 North Maple Street
Creston, IA 50801
(641)782-7007

AT0004182

Attorney for: CITY OF CRESTON

Tobacco complaint
re: Hy-Vee (3rd offense)

PLEASE POST FOR ALL EMPLOYEES

EARLY RETIREMENT PROGRAM

The City of Creston is offering an Early Retirement Program for eligible employees who are directly employed by the City of Creston.

The employee may continue in the same health plan, (single or family) they are currently enrolled in at the time of termination. The City's contribution will be at the current ninety percent level in effect at the time of the employee's retirement. The employee will contribute ten percent of the cost.

The term of payment by the City of Creston is through the month of September 2016 or until the former employee attains the age of 65, whichever event occurs earliest.

Persons, who are Medicare eligible due to disability, or have dependents on their health care contracts, that are Medicare eligible, must have both Parts A and B in effect the first month following their termination from active employment. Medicare will be the primary carrier and the City of Creston is secondary for any non-active Medicare-eligible person.

ELIGIBILITY STANDARDS

- Full-time employee(s) employed in any capacity, except Water Utility employees.
- At date of termination, the employee(s) must be receiving full health insurance benefits.
- Employee(s) must have at least thirty-four (34) years of continuous service with the City and be at least sixty-three (63) years of age.
- These privileges will be for those persons who terminate on or after April 1, 2015.
- The City Clerk, on intent to exercise privileges, must receive written notification by May 1, 2015.
- The enrollment period for employee(s) to enroll in the Early Retirement Program will be March 1, 2015 through May 1, 2015. The employee(s) may retire after the inclusive dates of the enrollment period by mutual consent with the Creston City Council.
- Participation by the City of Creston employee(s) is strictly voluntary.
- Participation does not reduce other benefits, which would be normally paid.
- Employee(s) currently on payroll and receiving Worker Compensation benefits are eligible to participate.
- Employee(s) participating in this program will NOT be eligible to accept any further employment with the City of Creston, or any subdivision thereof, except as acting as a consultant for the City of Creston, working as a part-time employee, or working as a full-time employee under rules defined for re-employment with the Iowa Public Employees Retirement System (IPERS) Plan.

Warren Woods, Mayor

02/04/2015

A.M.E., INC.--CONTRACT

Address all correspondence and return signed contracts to:

A.M.E., Inc
P. O. Box 901665
Frank J. Moyer
Kansas City, MO 64190
Phone 816-741-0210
Fax 816-741-2440

THIS CONTRACT is for personal services of musicians on the engagement described below, made this 30th day of January, 2015, between the undersigned purchaser of music (herein called PURCHASER) and ARTIST(S), including the Leader. The ARTIST is engaged severally on the terms and musicians already designated have agreed to be bound by said terms and conditions.

1. ARTIST: DOUBLE VISION
ENGAGEMENT: Concert
2. TYPE OF
3. PLACE OF ENGAGEMENT: PARTY IN THE PARK, McKinley Park Bandshell
4. DATE (S) OF ENGAGEMENT: June 20th, 2015
ENGAGEMENT:
5. HOURS OF
- Saturday 9:00 p.m. - 10:30 p.m.

6. FULL WAGES ENTERED UPON: \$3000.00 (Three Thousand Dollars and No/100) Plus additional terms: Sound & lights, (3) three Double rooms, and general hospitalities. ARTIST WILL BE PAID RAIN OR SHINE.

PAYMENT TO BE MADE AS FOLLOWS:

- (A) \$1500.00 shall be paid by PURCHASER to and in the name of ARTIST'S Agent, A.M.E., Inc., security deposit, no later than February 6th, 2015.
- (B) \$1500.00 shall be paid by PURCHASER to ARTIST, following the conclusion of the engagement in Cash or by Certified Check made payable to Carl Worden.
- (C) \$N/A shall be paid by PURCHASER to Agent, A.M.E., Inc. Check or money order should be made payable to: A.M.E., Inc., Frank Moyer, and mailed to: P.O. Box 901665, Kansas City, Missouri 64190, within five (5) days of said engagement.
7. ARTIST agrees to pay 15% of the FULL WAGES ENTERED UPON to A.M.E., Inc., within five (5) days of the engagement, if that percentage has not been paid directly to A.M.E., Inc. as part of Item 6(A) (Deposit) or Item 6 (C) (Direct Payment from PURCHASER).
8. If any members of the said group are changed or replaced or if the ARTIST changes the group name, ARTIST is required to notify A.M.E., Inc.
9. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Act of God, or any legitimate condition beyond their control.
10. The agreement of the PURCHASER to employ the ARTIST is subject to proven detention by sickness, accidents, riots, strikes, epidemics, Act of God, or any legitimate condition beyond their control.
11. This contract, and the terms and conditions herein, may be enforced by the PURCHASER and by each ARTIST who is a party to this contract or whose name appears on the contract or who has, in fact, performed the engagement contracted for and by the Agent(s) of each ARTIST.
12. All claims and disputes which may arise between PURCHASER and ARTIST(S) regarding the application or interpretation of any of the terms or conditions of this contract, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be referred exclusively to binding arbitration.

WITNESS WHEREOF, the parties hereunder have hereto set their names and seals on the day and year above written.

WARREN WOODS

CARL WORDEN

Print PURCHASER'S Name

X _____

Signature of PURCHASER

115 W. ADAMS

PURCHASER'S Address

CRESTON, IA 50801

PURCHASER'S City, State, Zip

(641) 202-6970 TODD KINCADE

PURCHASER'S Telephone

Print ARTIST'S Name

X

Signature of ARTIST

P.O. BOX 901665

ARTIST'S Address

KANSAS CITY, MISSOURI 64190-1665

ARTIST'S City, State, Zip

(816) 741-0210

ARTIST'S Telephone

Any return engagement between ARTIST or key artist personnel and PURCHASER up to two (2) years from date of this contract will be conducted through A.M.E., Inc. and commission due thereof. Commencement of engagement together with physical delivery of this contract is deemed to be in acceptance of all terms by the PURCHASER and ARTIST(S) or key artist personnel.

PERFORMANCE AGREEMENT

This Performance agreement ("Agreement") is by and between **Creston Parks & Rec/John Kawa** (hereafter referred to as "Client") and **Mr. Glen Carroll**, for and on behalf of himself and **The Sticky Fingers Band** (hereafter referred to as "Performers"). The purpose of this agreement is to state the terms, conditions and services Client and Performers will render to each other. Client and Performers agree that the Performers shall perform live at Client's chosen venue/event under the following terms and conditions:

EVENT: PARTY IN THE PARK
DATE: SATURDAY June 20 2015
TIME: TBD, PM; approximately two sets of 45-60 minutes each with one 20 minute break; 5 performers; encores will be generously offered.

LOAD IN TIME: TBD and will be coordinated with venue.

FEE AGREED UPON: **5000.00** (US\$)

CLIENT CONTACTS: John Kawa/ 641.433.3879
Todd Kinkade/ 641.202.6970
116 W. Adams Street P.O.Box 449
Creston, IA 50801

Glen Carroll (SFB): 310.927.1310

VENUE: McKinley Park Band Shell
McKinley Street (Lake Shore Dr.)
Creston, Iowa 50801

SOUND, STAGE, AND LIGHTING REQUIREMENTS:

- Sound system, PA, sound engineer or technician for event provided by: **CLIENT/VENUE**
- Backline (all instrumentation) to be provided by: **PERFORMERS**
- Lighting/staging (if required) to be provided by: **CLIENT/VENUE**
- Travel, lodging, meals (during travel) provided by: **PERFORMERS**
- Three double-bed hotel rooms for the **night** of the performance (book under names: Glen Carroll, Wade Hachler, Blake Nix) to be provided by **CLIENT/VENUE**.
- Dressing room ("Green Room") and refreshments/meal for night of

- performance to be provided by: **CLIENT/VENUE**
- Performers will coordinate with client and venue to work out sound, lighting, staging requirements, and will provide stage plot & band rider.

PAYMENT:

- Client shall make all payments by check or cash payable to: **GLEN CARROLL**. The performer's S.S.#/Federal ID: **145-52-3045**
- Payment of Fee: **5000.00**:
 - **1800.00** shall be remitted to Performer as a non-refundable deposit upon the execution of this agreement hereto;
 - Balance of **3200.00** to be remitted to Performer (**Mr. Carroll**) at sound check.

GENERAL TERMS:

This agreement of the Performers is subject to illness, accidents, riots, acts of God, or any other legitimate conditions set beyond Performers' control. In this unlikely event, an alternate date or performer will be offered to the client.

Client and Performers are independent contractors and nothing contained in this agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture. Client and Performer agree that neither shall have power or right to bind or obligate the other, nor shall either hold itself out as having such authority.

This agreement constitutes the entire agreement between Client and Performers with respect to subject matter of this Agreement and supersedes all prior written and oral agreements between the parties hereto regarding the same subject matter. Any term of this Agreement may be amended or modified only with the written consent of the parties hereto.

ACCEPTED AND AGREED:

On behalf of Client

On behalf of Performer

John Kawa, Chairman
Creston Park & Recs

Glen Carroll/Sticky Fingers

Date

Date

REC'D FEB 04 2015



SOUTHERN IOWA COUNCIL OF GOVERNMENTS

Southern Iowa Development Group, Inc.
Southern Iowa COG Housing Trust Fund, Inc.

P.O. Box 102
101 East Montgomery St
Creston, Iowa 50801-0102

Telephone 641.782.8491
Facsimile 641.782.8492
e-mail SICOG@sicog.com

Linda England,
Chairperson,
Adams County

Ron Riley,
Vice-Chairperson,
Union County

Aaron Price,
Secretary,
Madison County

Karen Zabel,
Treasurer,
City of Lenox

John Twombly,
Adair County

Marvin McCann
Clarke County

J. R. Cornett
Decatur County

Royce Drudge
Ringgold County
in Lenex
Private Sector Representative

William Trickey
Private Sector Representative

Michelle Tullberg
Private Sector Representative

Beth Waddle
Private Sector Representative

Tom Lesan
Member-At-Large

February 2, 2015

Mike Taylor
Creston City Hall
PO Box 449
Creston, Iowa 50801

RE: Comprehensive Plan

Dear Mike:

Per conversations and meeting between SICOG staff and the city of Creston, the Southern Iowa Council of Governments is pleased to submit a proposal to revise and update the City of Creston's Comprehensive Plan.

Comprehensive Plan: Beginning on your notice to proceed, SICOG will work closely with Creston's planning and zoning commission, city council and residents of Creston to prepare an updated Comprehensive Plan meeting the legislative requirements.

Please accept this letter of engagement for the completion of the Comprehensive Plan.

The Southern Iowa Council of Governments will complete these activities by the end of FY 2016 (sooner if directed). Work items will include:

Creston Comprehensive Plan

- The 13 required elements of a "Smart Plan" in association with Chapter 18B of the Iowa Code
 1. Public Participation
 2. Issues and Opportunities
 3. Land Use
 4. Housing
 5. Public Infrastructure and Utilities
 6. Transportation
 7. Economic Development
 8. Agriculture and Natural Resources
 9. Community Facilities
 10. Community Character
 11. Hazards
 12. Intergovernmental Collaboration
 13. Implementation

Grantsmanship

Planning

Technical Assistance



- The 10 "Smart Planning Principals" identified in Chapter 18B of the Iowa Code.
 1. Collaboration
 2. Efficiency, Transparency & Consistency
 3. Clean, Renewable and Efficient Energy
 4. Occupational Diversity
 5. Revitalization
 6. Housing Diversity
 7. Community Character
 8. Natural Resources and Ag Protection
 9. Sustainable Design
 10. Transportation Diversity

I have enclosed a complete proposal for your understanding and convenience. Total compensation for the above services would not exceed \$24,000 unless agreed to by both parties.

Please feel free to contact me if you have any questions or if I have left matters unattended.

Sincerely and with Respect,



Timothy Ostroski
Executive Director

TJO/tjo

This agreement is approved and in effect with the following signatures.

Dated: Day ___ Month _____, 2015

SIGNED:
Creston, Iowa:

Mayor

Southern Iowa Council of Governments:



Executive Director



Southern Iowa Council of Governments

A PROPOSAL FOR DEVELOPMENT OF A COMPREHENSIVE LAND USE PLAN

**FOR
CRESTON, IOWA**

February 2, 2015

Submitted by:

SICOG

SOUTHERN IOWA COUNCIL OF GOVERNMENTS

SOUTHERN IOWA COUNCIL OF GOVERNMENTS PROPOSAL FOR DEVELOPMENT OF THE CRESTON, IOWA COMPREHENSIVE PLAN

The Southern Iowa Council of Governments (SICOG) respectfully submits to the Mayor, and members of the city council, and staff of Creston, Iowa the following proposal for the development of the city's comprehensive land use plan.

1. SICOG Agency Overview

Southern Iowa Council of Governments (SICOG) – **Serving Southwest Iowa for more than 40 years. Providing planning, technical assistance, grantsmanship, and economic development to Adair, Adams, Clarke, Decatur, Madison, Ringgold, Taylor, and Union counties.** The Southern Iowa Council of Governments is a regional governmental organization whose mission is to provide community and economic development services for an eight (8) county area. The agency's full time, professional staff assists the member counties and municipalities in such areas as community planning and zoning, zoning administration, economic development planning activities, housing services, transportation planning, federal and state grant preparation and administration, and general governmental technical assistance. In effect, the SICOG staff functions as an extension of member governments' staffs, providing the specialized services and technical assistance that would not be financially feasible for each governmental entity to provide on its own. SICOG works for and represents the interest of the cities and counties in its eight county region of Southern Iowa.

2. SICOG's Ability to Achieve Desired Results for Creston

The planning staff at Southern Iowa Council of Governments has considerable familiarity, skills, knowledge and experience with planning and zoning document preparation. SICOG staff keeps current on the planning and zoning law changes affecting comprehensive planning and zoning. As seen in Section 4 of this proposal, the planning staff at SICOG has successfully prepared numerous comprehensive plans. This is not a complete listing, but a sample of planning and zoning projects prepared by SICOG. As expressed in Section 5 of this proposal, the SICOG planning staff believes the fees charged for development of the proposed activities are very reasonable for the work to be completed. In comparison with private sector businesses, SICOG staff provides the same quality of product at much more competitive fees. Being a quasi-governmental non-profit organization, the SICOG is not as concerned with the bottom line and making a profit as we are about pleasing the client, our member cities and counties. Furthermore, annual member dues help SICOG to offer technical and planning assistance at a reduced rate, in addition to many free services. We at SICOG believe we can provide superior service and outstanding results in developing a comprehensive plan that will achieve the desired results for Creston.

3. SICOG's Project Approach and Process used to Achieve Desired Results

- **How SICOG ensures the work remains on schedule and the plan gets adopted.**

The planning staff at SICOG will work diligently to maintain open lines of communication with city staff, the Creston Zoning Administrator, and the city's Planning Commission in order to ensure the proposed projects do not get side tracked or delayed for unknown reasons. One of the practices that SICOG staff likes to incorporate into its planning process to ensure the project stays on task, is to schedule monthly meetings with the Planning Commission on a regular date and time every month. If a regular meeting schedule can be obtained, we find it much easier to stay on task with the project. Additionally, a regular meeting schedule provides an incentive for SICOG planning staff to meet its work objectives and remain on task in presenting new material to the city on a monthly basis.

The planning staff at SICOG will not disappear for months on end and then show up with a completed plan that the city had no input into. The SICOG planners are very professional and hands-on with the city staff, zoning administrator and planning commission throughout the entire planning process. Furthermore, since the SICOG is located in Creston, we have easy access to regularly visit the community for public meetings, Planning Commission meetings, data gathering, surveying or meetings with city officials.

During the public input and adoption phases of a planning project such as the comprehensive plan, there are times when the general public may provide controversial comments or opposition to such projects that may appear to slow down the progress. At SICOG, we try to incorporate the public's input along the way, so there are no surprises when the final version is presented to the City for adoption. Ultimately, we will work with the city to adopt the comprehensive plan in an efficient and timely manner, but yet having a finished product the city is proud to adopt.

- **Key components of our planning process that involves public input.**

Public input and public participation is a key component to the planning strategy utilized by the planning staff at SICOG. We realize the public who reside within the community are a great asset to the city, in addition to a resource when planning for the future growth and development of the community. The SICOG staff looks at the following as examples of public input or public participation opportunities throughout the comprehensive planning process.

Creston Comprehensive Plan – since this is a long term policy document guiding the future development of the community, public input is important to this process.

- Facilitate an initial kick-off meeting in which the planning staff would meet with city staff, community leaders and the general public to provide an overview of the project, and solicit input on the strengths, challenges and opportunities for the community.
- Throughout the planning process, SICOG staff will wish to meet with local interest groups representing a wide variety of land use issues including housing, economic development, natural resources, transportation, etc.
- When meeting regularly with the Planning Commission, each commission meeting should be posted as a public meeting.
- Prior to presenting the final draft to the city for review and adoption, the SICOG planners would like to conduct another community-wide public meeting that is similar to an open-

- house type meeting in which the proposed land use maps are presented and the goals, objectives and policy statements are presented for review and comment.
- During adoption of the comprehensive plan, although not required, we recommend holding a public hearing with a published notice, so the public has one last opportunity to offer comment on the planning process.

4. SICOG Work References

Comprehensive plan for SICOG

- City of Osceola (comprehensive plan)
Ty Wheeler, City Administrator, 641.342.2377
- City of Creston (comprehensive plan)
Mike Taylor, City Administrator, 641-782-2000
- City of Lorimor (comprehensive plan)
Kent Forbes, Council Member, 641-763-2297
- City of Afton (comprehensive plan)
Toni Landers, City Clerk, 641-347-5224
- City of Mount Ayr (comprehensive plan)
Pam Poore, City Clerk, 641-464-2402

5. SICOG Proposed Project Cost

Phase 1 – Creston Comprehensive Plan - \$24,000 including:

- The 13 required elements of a “Smart Plan” in association with Chapter 18B of the Iowa Code
 - Public Participation
 - Issues and Opportunities
 - Land Use
 - Housing
 - Public Infrastructure and Utilities
 - Transportation
 - Economic Development
 - Agriculture and Natural Resources
 - Community (City) Facilities
 - Community (City) Character
 - Hazards
 - Intergovernmental Collaboration
 - Implementation
- The 10 “Smart Planning Principals” identified in Chapter 18B of the Iowa Code.
 - Collaboration
 - Efficiency, Transparency & Consistency
 - Clean, Renewable and Efficient Energy
 - Occupational Diversity
 - Revitalization
 - Housing Diversity
 - Community (City) Character
 - Natural Resources and Ag Protection
 - Sustainable Design
 - Transportation Diversity
- Updating the city’s existing land use map & creation of the future land use map
- Development of overall goals, land use objectives and policies

6. SICOG Projected Timeline (SUBJECT TO YOUR CONCURRENCE)

SICOG staff will work with the city within a timeframe expected by city staff. Without a known start date from Creston, the following projected timeframe is an estimate contingent upon entering into a Planning Agreement with the City and receiving approval to proceed.

Phase 1 - Creston Comprehensive Plan

Initial meeting with city staff and Planning Commission
Initial public kick-off meeting and information gathering
Data gathering

August 2015
Sept. 2015
Sept.-Jan. 2016

Preliminary draft (working with Planning Commission)
Present draft plan and maps to city staff and Planning Commission
Refine draft (working with city staff and Planning Commission)
Present final draft to Planning Commission for recommendation
Present final plan to City for approval
Public hearing at City prior to approval
(not required, but recommended)

Feb.-May 2016
June 2016
June-July 2016
August 2016
August 2016
September 2016

7. SICOG Staff Experience

Below is a listing of the planning staff currently working for SICOG having significant experience in planning, housing and economic development fields. The employee identified in **Jeremy Rounds** will be the principal planner working on the Creston Comprehensive Plan.

Timothy Ostroski Executive Director	- Master's Degree in Geography Thirty-Five (35) years experience with SICOG
Jeremy Rounds Senior Planner	- Bachelor's Degree in Community and Regional Planning Seventeen (17) years experience with SICOG
Chris Lee Planner	- Bachelor's Degree in Community and Regional Planning One (1) years experience with SICOG
Becky Nardy Trans. Planner	- Trained in Housing - Fifteen (15) years experience with SICOG
Judy Brimm Finance Director	- Twenty-one (21) years experience with SICOG

SICOG Sample Planning Agreement for Services

RESOLUTION No. _____

**A RESOLUTION BY CRESTON TO ENGAGE THE ASSISTANCE
OF SOUTHERN IOWA COUNCIL OF GOVERNMENTS.**

WHEREAS, Creston is a member in good standing of the Southern Iowa Council of Governments (SICOG); and

WHEREAS, Creston wishes to engage the SICOG to provide certain technical and professional services in connection with the

Creston Comprehensive Land Use Plan

NOW THEREFORE IT IS HEREBY RESOLVED, by Creston that SICOG shall be engaged to provide staff assistance in the above mentioned project; and

BE IT FURTHER RESOLVED THAT, the City understands and will comply with the agreed to costs of the SICOG staff assistance.

Passed, approved and adopted this _____ day of _____ 2015

Mayor, Creston

Attest:

City Clerk, Creston

**AN AGREEMENT BETWEEN SOUTHERN IOWA COUNCIL OF GOVERNMENTS
AND CITY OF CRESTON, IOWA**

THIS AGREEMENT entered into this _____ day of _____ 2015, by and between the Southern Iowa Council of Governments (hereinafter called the SICOG) and Creston, Iowa (hereinafter called the City). It is hereby agreed by the SICOG and the City as follows:

SECTION 1. Scope of Services

The SICOG shall provide and perform the necessary services and assistance required to carry out the updating of:

Creston Comprehensive Land Use Plan

as set out in the Scope of Services attached as Exhibit A of this agreement.

SECTION 2. Time of Performance

The services of the SICOG shall commence on or about July 1, 2015, or at a time thereafter when convened by the Creston Planning and Zoning Commission or the City and the entire project shall be completed on or before December 31, 2016, or at a time when completed by the SICOG and the Creston Planning and Zoning Commission. The estimated timeframe for completion of project activities will be

Creston Comprehensive Land Use Plan

est. 12-18 months

SECTION 3. Method of Payment

The cost for services to the City shall be \$24,000.00 payable as follows. An initial payment of \$2,400.00 (10%) upon execution of this project; and the City agrees that the full remaining payment will be after July 1, 2016.

Creston Comprehensive Land Use Plan

\$24,000

TOTAL

\$24,000

SECTION 4. Personnel

The SICOG represents that it has, or will secure, all personnel necessary in performing the services under SECTION 1 of this agreement.

SECTION 5. Services to be Furnished to the SICOG

The City shall make available to the SICOG the ability to meet with the Creston Planning and Zoning Commission for an adequate number of meetings to accomplish the tasks identified in this contract; and any reports, maps, GIS data or other public documents and information it possesses which are necessary in the performance of work under this agreement.

The original contract fee shall include up to a maximum of eight (8) meetings with the City or the Planning Commission for purposes of updating the comprehensive plan. Any additional committee, planning commission or city meetings above and beyond the scope of this contract will be charged an additional meeting fee of **\$50 per meeting** which will help to cover the SICOG's cost for time (approximately 2.0 hours per meeting and drive time) and mileage to and from Creston.

SECTION 6. Amendment of this Agreement

If, as the work progresses, major changes in the schedule, funding, scope or total cost of the work to be performed are necessary, the modifications shall be mutually agreed upon by both the City and the SICOG and shall be incorporated into this agreement through a written amendment signed by both parties. These amendment provisions shall be in effect as of the date of the amendment unless otherwise specified within the agreement.

SECTION 7. Records Available

At any time during normal business hours and as often as necessary, each party shall make available to the other party all financial and administrative records with respect to all matters covered by this agreement.

SECTION 8. Termination or Cancellation of Contracted Activities

The termination or cancellation of contracted planning activities may be initiated by either party through written notice providing explanation for the cancellation of such planning activities. Such cancellation notice shall be provided to the party being served at least 90 days prior to the effective date of the termination of services. All reasonable costs associated with this contract and incurred up to the date of termination will be paid by the City. No payment will be made for work completed after termination of this contract.

SECTION 9. Equal Opportunity in Employment

In connection with the carrying out of this agreement, all parties shall comply with Section VI of the Civil Rights Act of 1964 (78 Stat. 213) and Amendments and regulations issued thereto.

APPROVED AS OF _____, 2015

SIGNED:

Southern Iowa Council
of Governments

Creston, Iowa

EXECUTIVE DIRECTOR

MAYOR

SICOG FINANCE DIRECTOR

CITY CLERK

EXHIBIT A
PROPOSED SCOPE OF SERVICES
CRESTON COMPREHENSIVE LAND USE PLAN

Part I. Update of the Comprehensive Land Use Plan

The Creston Comprehensive Land Use Plan will make all necessary efforts to comply with the Iowa "Smart Planning" guidelines. These are not mandatory at this time; rather they are recommendations at the State level for future comprehensive planning efforts in the State of Iowa. In summary, the "Smart Plan" will include 13 elements being considered in a comprehensive plan:

- 1) Public Participation
- 2) Issues and Opportunities
- 3) Land Use
- 4) Housing
- 5) Public Infrastructure and Utilities
- 6) Transportation
- 7) Economic Development
- 8) Agriculture and Natural Resources
- 9) City Facilities
- 10) City Character
- 11) Hazards
- 12) Intergovernmental Collaboration
- 13) Implementation

In addition to the 13 elements of a Smart Plan, the comprehensive plan will also consider and address 10 Smart Planning Principals identified by the State of Iowa. These include:

- 1) Collaboration
- 2) Efficiency, Transparency and Consistency
- 3) Clean, Renewable and Efficient Energy
- 4) Occupational Diversity
- 5) Revitalization
- 6) Housing Diversity
- 7) Community (City) Character
- 8) Natural Resources and Agricultural Protection
- 9) Sustainable Design
- 10) Transportation Diversity

Goals and Objectives of the Comprehensive Land Use Plan

- 1) General Goals and Policy Statements - the City's intent and desire for long range physical and geographic development
- 2) Existing and Future Land Use Maps will be created and provided to the City

Detailed Plan Elements

- 1) Residential Development
- 2) Commercial Development
- 3) Industrial Development
- 4) Transportation & Infrastructure
- 5) Open Space, Parks and Recreation Facilities
- 6) Community Facilities & City Services
- 7) Infrastructure and Utilities
- 8) The Natural Environment & Sustainable Development

Part II. Implementation

Meetings and Conferences: During the period of work on the Comprehensive Land Use Plan, the SICOG staff shall attend Planning and Zoning Commission meetings and work with the City's zoning administrator to exchange ideas, explain work as it progresses, and attend public hearings. The SICOG staff shall also work and meet as needed with the zoning administrator and/or city to ensure that work on the project proceeds in a timely fashion. The City shall be responsible to ensure that the public is notified of all meetings and are provided with a means of participation in the project.

Part III. Report Publications

- A. Preliminary Reports - shall be prepared for all sections of the comprehensive plan. A report may cover more than one planning element. Copies of all preliminary reports or drafts will be available to members of the Planning and Zoning Commission. Additional reports and drafts requested by the City will be made available at additional cost.
- B. Final Reports - shall be bound reports prepared for the comprehensive land use plan. Ten (10) copies of the comprehensive land use plan shall be furnished to the City. Additionally, one (1) large wall map (typically 30" x 42") of the city's future land uses will be provided and smaller reference maps (11" x 17") will be included in each of the bound comprehensive land use plans.
- C. Extra copies of the completed comprehensive plan and/or any associated map(s) may be provided to the City at an additional cost (only direct cost of printing & reproducing the document).
- D. Upon request from the City, the comprehensive land use plan will be furnished on a CD or other electronic format having the plan saved in PDF file format.

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

February 11, 2015

TO: Mayor Woods and City Council Members

RE: Jack & Denise Willis Conditional Use Permit Request

The Planning & Zoning Commission met on February 10th, 2015, at 5:30 p.m. to consider a request from Jack & Denise Willis for a Conditional Use Permit to place a manufactured dwelling at 627 New York Ave. This manufactured dwelling will be new and purchased from Creston Mobile Homes.

A Conditional Use permit is required by the Zoning Code due that the dwelling is being requested to be placed in a C-1 Commercial Zone. The Planning and Zoning Commission holds a public hearing regarding the request to get any input from neighbors. No one from the public appeared or sent any correspondence. In this case the Commission made no recommendation to the City Council as to whether or not to approve or deny the request. The Commission members expressed concern that the existing house may not be razed in a timely manner.

According to Mr. Willis the existing house will be razed within one year although he did not give any guarantees that would definitely happen. Mr. Willis is supposed to bring to the Council meeting written verification that he will have the help of Feldhacker Construction and Kinkade Industries to help raze the existing house.

Please contact me with any questions at 782-2000 ext. 1 or at kkruse@crestoniowa.org.

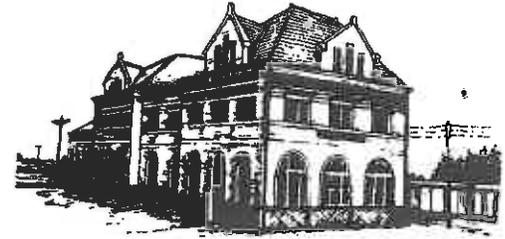
Thank you,

A handwritten signature in black ink, appearing to read 'Kevin Kruse'.

Kevin Kruse
Zoning Administrator

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

Planning and Zoning Commission
Meeting Minutes
February 10, 2015

The Planning and Zoning Commission meeting was called to order by Chairperson Shawler at the Creston City Council Chambers at 5:30 p.m.

Members present: Martin Shawler, Brenda Lyell-Keate and Jerry White. Members absent were Rick Foster and Trudy LaRossee.

Also present was Kevin Kruse - Zoning Administrator and Jack Willis.

The item for consideration was a public hearing regarding a request from Jack and Denise Willis for a Conditional Use permit to place a dwelling unit in a C-1 Commercial District at 627 New York Ave.

The public hearing was held with Jack Willis explaining his request. He said that the new dwelling will be a new 60' x 30' manufactured dwelling from Creston Mobile Homes. His intent is once the new home is placed to tear down the existing house within one year. Also he said that his intent is to build a new shop building to go with the used car business within the same one year time frame.

The front of the new house will face Sherman Ave. and be placed about halfway between New York Ave. and Sherman Ave. There will not be a driveway entrance off of Sherman Ave.

White expressed concern that there is no guarantee that the existing house will be removed within the one year timeline that Mr. Willis stated. Mr. Willis stated that he has contacted Feldhacker Construction and Kinkade Industries to help him with the demolition. White stated that Mr. Willis should have something in writing from these contractors stating that they will help with the demolition when this matter goes before the Creston City Council.

There were no comments received from the public regarding this Conditional Use public hearing. The public hearing was closed.

There was no motion made by the Commission regarding this Conditional Use permit and therefore makes no recommendation to the City Council.

The meeting was adjourned at 5:55 p.m.

Respectfully submitted,

Kevin Kruse
Commission Secretary

BUILDING PERMIT UNDER ZONING ORDINANCE OF CITY OF CRESTON, IOWA

Permit No.

APPLICATION FOR PERMIT

Date 1-12-15

The undersigned hereby makes application to erect or remodel a manufactured home on
 Legal Description: Lot 17, except beginning at the NW corner of Lot 17, thence SE along the westerly line of Lot 17 to Sherman Ave, thence NE 100' along the south easterly line of Lot 17, thence NW to a point 100' NE of the NW corner of Lot 17, thence westerly along the north westerly line of Lot 17 to point of beginning, South Hill Addition.

Owned by Jack & Denise Willis, d/b/a Willis Investments, LLC

Address 627 New York Ave. Phone

Number of rooms Bedrooms Toilets

Material: Exterior wall wood frame Interior wall dry wall

Foundation concrete pier Roof shingle Floor

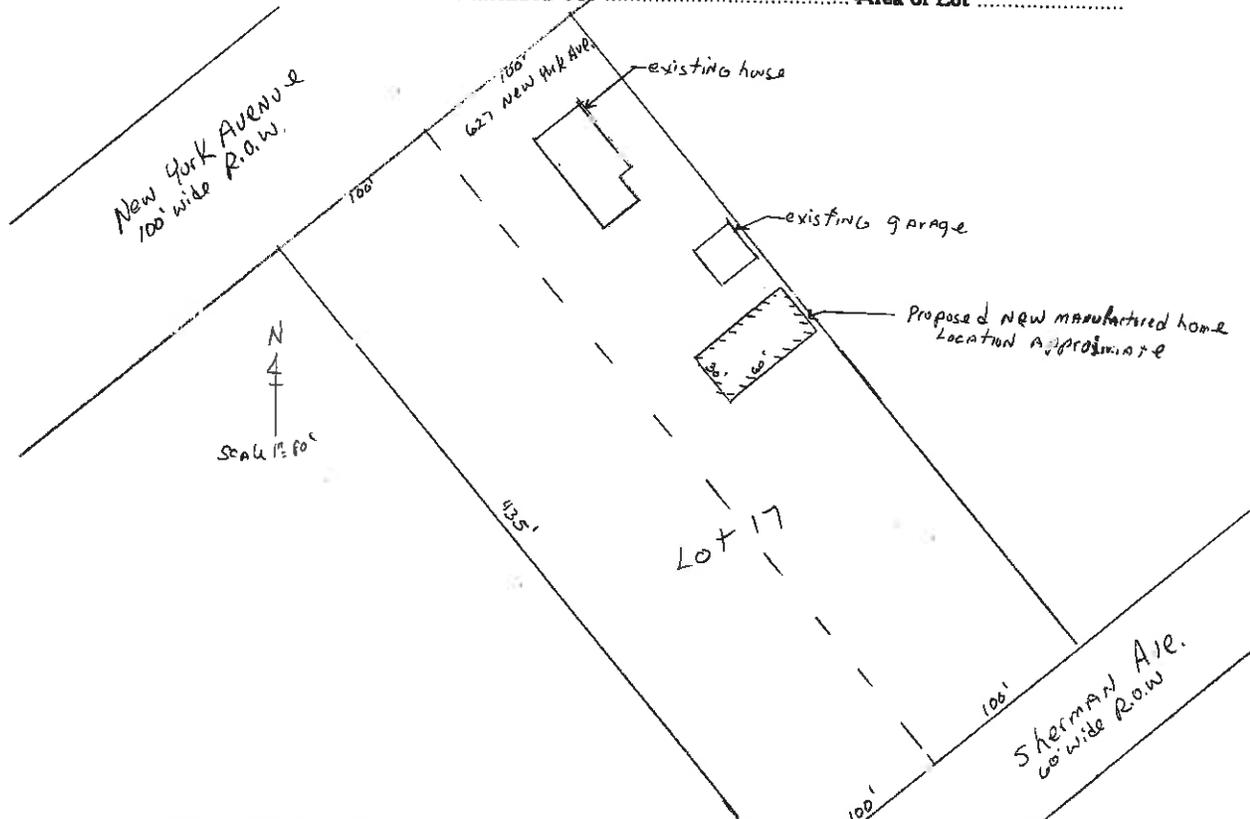
Sq. feet: Basement 1st Floor 1800 2nd Floor Garage

Valuation Fee Type of heat

Ceiling Height: Basement 1st Floor 8'± 2nd Floor

Dimensions of Building: Width 60' Depth 30' No. of Stories 1

Use District C-1 Intended Use Private dwelling Area of Lot



This application and any permit that may be granted in response thereto are subject to all the laws of the State of Iowa, and all ordinances of the City of Creston, Iowa, and the rules and regulations of the State and local Board of Health, that may have a bearing on the same.

Applicant, being fully advised, hereby certifies that he is the owner or that he is authorized and empowered to represent the owner, who makes the accompanying application; that the application, plat, plans and specifications are true, and contain a correct description of the purposed building, lot and work, and use to which building is to be placed.

Denied, sent to Planning & Zoning Commission and City Council for Conditional Use Permit. 1-21-15 - Ken Kaur

Signed

Public Hearing held by Pt 2 2-10-15 - Pt 2 made NO recommendation to City Council

Applicant

Examined and approved this day of 20.....

Administrative Officer